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April 9, 2004

The Honorable Deborah Taylor Tate
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

04-00106

RE: Interconnection Agreement – Frontier & Sprint

Dear Chairman Tate,

Enclosed for TRA approval are an original and 14 copies of a Local Interconnection Agreement between Citizens Telecommunications Company of Tennessee, LLC dba Frontier Communications of Tennessee; Citizens Communications of the Volunteer State dba Frontier Communications of the Volunteer State, and Sprint Communications Company, LP. Also enclosed is our Disaster Recovery Plan

Check No. 56010233 dated 3/25/04 for fifty (\$50.00) to cover the filing fee was mailed to the TRA on 3/25/04.

Please stamp as received the additional copy and return it in the enclosed envelope

If you have any questions, please call me at 304-325-1216.

Sincerely,

J Michael Swatts
State Government Affairs Director

Enclosure

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

**Citizens Telecommunications Company of Tennessee LLC &
Citizens Telecommunications Company of the Volunteer State LLC**

and

Sprint Communications Company L.P.

Dated: January 2, 2004

**AGREEMENT FOR
LOCAL INTERCONNECTION**

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ATTACHMENT 1 – INTERCONNECTION

EXHIBIT A – INTERCONNECTION TRUNKING ARRANGEMENT &
SPECIFIED POINTS OF INTERCONNECTION

ATTACHMENT 2 – LOCAL NUMBER PORTABILITY

ATTACHMENT 3 – UNBUNDLED NETWORK ELEMENTS

EXHIBIT A – BONAFIDE REQUEST FORM FOR UNEs

ATTACHMENT 4 – RESALE OF LOCAL SERVICES

ATTACHMENT 5 - PRICING

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 7th day of October, 2003, is by and between Citizens Telecommunications Company of Tennessee, LLC & Citizens Telecommunications Company of the Volunteer State, LLC, Delaware corporations, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier/Citizens") and Sprint Communications Company L P , having its principal place of business at 6200 Sprint Parkway Overland Park, Kansas 66251 ("Carrier") Frontier/Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties"

SECTION 1. RECITALS AND PRINCIPLES

Frontier/Citizens is a telecommunications company authorized to provide telecommunications services in the State of Tennessee, and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Tennessee, and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below, and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier/Citizens hereby covenant and agree as follows

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1 Access Services is a service that connects interexchange Carriers to their customers located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.
- 2.2 Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for interconnection.
- 2.3 Act means the Telecommunications Act of 1996, as amended from time to time.
- 2.4 Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.
- 2.5 Bona Fide Request or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- 2.6 Competitive Local Exchange Carrier means any company or person authorized to provide local exchange services in competition with an ILEC.
- 2.7 CLLI Codes means Common Language Location Identifier Codes.

- 2 8 Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc)
- 2 9 DS1 is a digital signal rate of 1 544 Megabits per second ("Mbps")
- 2 10 DS3 is a digital signal rate of 44 736 Mbps
- 2 11 Enhanced Services shall refer to services, offered over common Carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information, provide the subscriber additional, different, or restructured information, or involve subscriber interaction with stored information Internet, information services, voicemail, and so-called "chat line" services are enhanced services
- 2 12 Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document which, defines industry standards for exchange message records
- 2 13 Interconnection in this Agreement is as defined in the Act
- 2 14 Internet Service Provider (ISP) Bound Traffic means traffic delivered to a provider of Internet Services and which, pursuant to applicable commission decisions, rules, and law, is appropriately rated as a local call and not subject to reciprocal compensation pursuant to Section 251(b)(5) of the Act
- 2 15 Local Exchange Routing Guide (LERG) is a Telcordia reference document used by Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations
- 2 16 Local Traffic shall refer to calls originated by one Party's End Users and terminated by the other Party's End Users within the Local Exchange area as defined in Frontier/Citizens tariff's or an area where the Commission has approved Extended Area Service calling Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area Local traffic will be based by the originating and terminating NPA-NXX of each call
- 2 17 Local Service Provider Guide (the "Guide") means the document provided to Carrier by Frontier/Citizens, included by reference herein, which outlines the process and procedures for ordering and maintaining Carrier Services This document may be updated from time to time by Frontier/Citizens This document is to be used as reference only and is not a part of this agreement
- 2 18 Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff
- 2 19 Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications carriers jointly provide a Switched Access Service over meet point trunks, with each carrier receiving an appropriate share of the revenues The access services will be billed using Switched Access rate structures, and the carriers will decide whether a single bill or multiple bill will be sent
- 2 20 Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the

auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS") The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a Carrier), or by one LEC, in two or more states within a single LATA

2 21 Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service, which is to be provided by two or more LECs (including a LEC and a Carrier)

2 22 Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network

2 23 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic

2 24 Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes

2 25 Reciprocal Compensation is as Described in the Act

2 26 Wire Center denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located A wire center is the location of one or more local switching systems, a point at which end users' loops converge

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3 1 Sprint will not be required to pay Frontier/Citizens a deposit before Frontier/Citizens is required to perform under this agreement unless Sprint has not established a good payment history with Frontier/Citizens Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service

3 2 Such deposit may not exceed two (2) months' estimated billing

3 3 The fact that a deposit has been made in no way relieves Carrier from complying with Frontier/Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Frontier/Citizens providing for the discontinuance of service for non-payment of any sums due Frontier/Citizens

3 4 Frontier/Citizens reserves the right to increase the deposit requirements when, the conditions justify such action, such conditions include but are not limited to current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment

3 5 In the event that Carrier defaults on its account, service to Carrier will be terminated and any deposits held will be applied to its account

SECTION 4. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

4.1 Coordination of Transfer of Service To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2 Procedures for Coordinated Transfer of Service Activities The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Frontier/Citizens may describe some of these procedures in its Guide. Reference to Frontier/Citizens' Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Frontier/Citizens' Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

4.3 Coordinated Transfer of Service Activities There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. The Parties may charge for the coordinated transfer of service activities scheduled outside of the specified hours at the usual and customary hourly labor rates.

4.4 Letter of Authorization Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Frontier/Citizens and Carrier authorizing the release of such information to the other Party or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5 If there is a conflict between an end user and the other Party regarding the disconnection or provision of services, Each Party will honor the latest dated Letter of Authorization. If the end user's service has not been disconnected and services have not yet been established, the other Party will be responsible to pay the applicable service order charge. If the end user's service has been disconnected and the end user's service is to be restored with the other Party, the other Party will be responsible to pay the applicable nonrecurring charges as set forth in the other Party's applicable tariff to restore the end user's prior service with the other Party.

4.6 Transfer of Service Announcement Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will, where available, provide a transfer of service announcement, where available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable tariff.

4.7 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation, where available, from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and

date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.8 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.9 Combined Transfer of Service Requests Each Party will accept transfer of service requests from the other Party for one end user that includes multiple requests for transfers where the end user will retain one or more telephone numbers.

4.10 Bulk Requests for Transfer of Service From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.11 Access to the Network Interface Device (NID) Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.12 Expedited Order Charge Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment - 6, Pricing.

4.13 Service Date Modifications/ Customer Not Ready Carrier may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, Carrier will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

5.1 Subject to the terms and conditions of this Section, the restrictions set forth in Section 22 of the General Terms and Conditions and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement,

once each year at the conclusion of each calendar year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

5.2 Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 6 of the General Terms and Conditions of this Agreement.

5.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

5.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

5.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

5.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the latter of (1) the date the paying Party notifies the other Party of a specific bona fide dispute or claim of overcharges in writing, specifying the billing accounts and the specific charges in question, or (2) the date of the overpayment through but excluding the date such reimbursement is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

SECTION 6. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 7. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

7.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure,

7.2 War, revolution, civil commotion, acts of public enemies, blockade or embargo,

7 3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government,

7 4 Labor difficulties, such as strikes, picketing or boycotts,

7 5 Delays caused by other service or equipment vendors,

7 6 Any other circumstance beyond the reasonable control of the Party affected,

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with), provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease

SECTION 8. REGULATORY APPROVALS

8 1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval

8 2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 6 (Dispute Resolution) hereof

8 3 The Parties acknowledge that any terms of this Agreement were established pursuant to FCC and Commission orders. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the FCC's and Commission's decisions related to the Agreement as permitted by Applicable Law. By signing this Agreement, the Parties do not waive their right to pursue such a challenge.

8 4 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, unilaterally, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties mutually agree to i) modify, in writing, the affected term(s) and condition(s), should both Parties choose to avail themselves of such law, rule, or regulation or ii) terminate this agreement

SECTION 9. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

9 1 Carrier agrees to provide to Frontier/Citizens or its publisher, as specified by Frontier/Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Carrier services, located within Frontier/Citizens operating areas. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Frontier/Citizens prior to the directory listing publication cut-off date, which is posted at

www.frontieronline.com under Carrier Services then Directory Services

9 2 Frontier/Citizens will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Frontier/Citizens' own End Users are ordinarily included. Listings of Carrier's End Users will be interfiled with listings of Frontier/Citizens' Customers and the Customers of other LECs, in the local section of Frontier/Citizens' directories.

9 3 Carrier will identify any of these subscribers that are "non-published" customers. Carrier will provide Frontier/Citizens with the directory information for all its End Users in the format specified in the Frontier/Citizens' Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier/Citizens including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. Carrier will provide all subscriber listings at no charge to Frontier/Citizens or its publisher.

9 4 Carrier's End Users' standard primary listing information in the telephone directories will be provided at no charge. Carrier will pay Frontier/Citizens' tariffed charges for additional and foreign white page listings.

9 5 Both Parties will use their best efforts to ensure the accurate listing of Carrier's End User listings. Carrier is responsible for all listing questions and contacts with its customers including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Frontier/Citizens with appropriate internal contact information to fulfill these requirements.

9 6 Frontier/Citizens will accord Carrier directory listing information the same level of confidentiality, which Frontier/Citizens accords its own directory listing information. Carrier grants Frontier/Citizens full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Frontier/Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Frontier/Citizens providing this subscriber list service, Frontier/Citizens will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers.

9 7 Frontier/Citizens will distribute its telephone directories to Carrier's End Users in a manner similar to the way it provides those functions for its own end users. Frontier shall facilitate the distribution of listings in the book form ("Telephone Directories") to Carrier end users that are located in the area served by Frontier/Citizens. For Carrier end users whose listings are not maintained in a Frontier/Citizens database, Carrier shall provide the information needed for the distribution of listings in book form to such customers.

9 7 1 Carrier is responsible for sending to Frontier/Citizens at the posted date an approximate directory count for its end users for the purpose of ensuring an adequate quantity is printed.

9 7 2 Carrier is responsible for providing information that includes distribution address and book quantities to Frontier/Citizens. Frontier/Citizens will place the same restrictions on the Carrier's end users as it does for itself when assigning book quantities.

9 8 Carrier will adhere to all practices, standards, and ethical requirements of Frontier/Citizens with regard to listings, and, by providing Frontier/Citizens with listing information, warrants to Frontier/Citizens that Carrier has the right to place such listings on behalf of its End Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Carrier shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information.

and for supplying Frontier/Citizens with applicable listing information. In addition, Carrier agrees to release, defend, hold harmless and indemnify Frontier/Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier/Citizens' listing of the information provided by Carrier hereunder.

9.9 Frontier/Citizens' liability to Carrier in the event of a Frontier/Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by Carrier for such listing. In addition, Carrier agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier/Citizens' liability to Carrier's End Users in the event of a Frontier/Citizens' error in or omission of a listing will be subject to the same limitations that Frontier/Citizens' liability to its own End Users are subject to.

SECTION 10. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 11. TERM OF AGREEMENT

11.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the applicable regulatory authority or authorities and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with no less than ninety (90) days' prior, written notification of, in the case of Citizens, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. During any such renegotiation, the rates, terms and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

11.2 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and

11.2.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

(1) refuse additional applications for any service provided under this Agreement,

(2) refuse to complete any pending orders for the Affected Services any time thereafter, and/or,

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Tennessee Public Utilities Commission, to the person designated to receive such notice, discontinue the provision of existing Affected Services at any time thereafter.

If the non-breaching Party does not refuse additional applications for the Affected Services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for the Affected Services without further notice. If the non-breaching Party discontinues provision of the Affected Services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the Affected Services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of the Affected Services without further notice.

Frontier/Citizens reserves the right to refuse an application for an Affected Service made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, so long as Carrier or any such entity is indebted to Frontier/Citizens for the Affected Services previously furnished, until the indebtedness is satisfied. In the event that Affected Services are provided to Carrier or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, such services may be terminated by Frontier/Citizens unless Carrier satisfies the indebtedness relating to the Affected Services within thirty (30) days after written notification. Such notification shall be made by certified U S mail to the person designated by Carrier to receive such notices. Copies of such notice shall be mailed to the Tennessee Public Utilities Commission, concurrently with the mailing to Carrier.

11 3 2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within a period of time equivalent to the applicable interval required by this Agreement, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

11 4 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

SECTION 12. EFFECTIVE DATE

This Agreement will become effective upon approval by the State Commission.

SECTION 13. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 14. WAIVERS

14 1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

14 2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition

14 3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default

14 4 By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act

SECTION 15. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 17. INDEMNITY

17 1 Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

17 2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the Indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit

17.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct

Notwithstanding any other provisions of this Agreement, Carrier shall defend and indemnify Frontier/Citizens and shall hold Frontier/Citizens harmless from and against any and all loss alleged to have been incurred by a customer of Carrier or any other third party to the extent such loss arises or is attributable to Carrier's performance or failure to perform

SECTION 18. ASSIGNMENT

Any assignment or delegation by either Party to any non-Affiliated entity or to any Affiliated entity that is not certificated as a local exchange Carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate that is certificated as a local exchange Carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 19. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Tennessee Public Utilities Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State Tennessee, without regard to its conflicts of laws principles, shall govern.

SECTION 20. SEVERABILITY

Subject to Section 8 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 21. CHARGES AND PAYMENTS

21.1 In consideration of the services provided by Frontier/Citizens under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services

provided by Carrier under this Agreement, Frontier/Citizens shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to

To Carrier
Sprint Communications Company LP
6500 Sprint Parkway
Mailstop KSOPHL0412-4A309
Overland Park, KS 66251

To Frontier/Citizens
Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

21.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier/Citizens, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

21.2.1 Parties will compensate each other on verifiable records of actual usage.

21.3 Billing. The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

21.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

21.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

21.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 21.3.4 following.

21.3.4 Undisputed amounts shall be paid when due as set forth in Section 21.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

21 4 Both Parties shall use the Dispute Resolutions procedures as described in Section 6

21 5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in agreement will be governed by applicable tariffs.

SECTION 22. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.

SECTION 23. CONFIDENTIALITY AND PUBLICITY

23 1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 23.

23 2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Frontier/Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

23 3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that

23 3 1 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure,

23 3 2 it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose, and

23 3 3 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

23 4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which

23.4 1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party, or

23 4 2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure, or

23 4 3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party, or

23 4 4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties, or

23 4 5 is approved for release by written authorization of the disclosing Party, or

23 4 6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law, or

23 4 7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights

23 5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other

23 6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party

23 7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

23 8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement

SECTION 24. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User customer of Carrier, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement

SECTION 25. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement

SECTION 26. EXECUTION IN DUPLICATE

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument

SECTION 27. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows

To Carrier

Sprint Communications Company, L P
6450 Sprint Parkway,
Overland Park, Kansas 66251
Attn Carrier Interconnection Management

To Frontier/Citizens

Frontier, A Citizens Communications Company
180 South Clinton Avenue
Rochester, NY 14646
Attn Manager - Interconnection

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 27.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below

CARRIER

By W. Richard Morris
Typed W. Richard Morris
Title Vice President, External Affairs
Date 1/6/04

FRONTIER/CITIZENS

By R. Todd Wells
Typed L. Todd Wells
Title Regional VP. East
Date 3/9/04

ATTACHMENT 1

INTERCONNECTION

ATTACHMENT 1 – INTERCONNECTION

The Parties hereto, agree to interconnect their facilities and networks for the transport of local traffic as follows

SECTION 1. Definitions

1 1 "Interconnection" denotes transmission and switching facilities used for the exchange of Local Traffic between Frontier/Citizens and the Carrier

1 2 Transit Service – Is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier/Citizens. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Frontier's/Citizens' tandem and terminated to Carrier.

SECTION 2. Interconnection Trunking Arrangements

2 1 The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. Carrier will agree to establish each POI at a technically feasible point on Frontier/Citizens network with Frontier/Citizens. In order to gain connectivity the POI is required at one of the following locations:

- a) POI at the Frontier/Citizens Tandem Office where available, and,
- b) POI at the Frontier Citizens Host Office,
- c) POI at the Frontier/Citizens Tandem or Host Office for a Frontier/Citizens remote central office.

2 2 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier/Citizens be required to modify its network to accommodate the interconnection request made by Carrier, Carrier agrees to pay Frontier/Citizens reasonable charges for such modifications. If Carrier uses a third party network Carrier to reach the POI, Carrier will bear all third party Carrier charges for facilities on its side of the POI and Frontier/Citizens will bear all third party charges on its side of the POI, capped at the Frontier/Citizens tariff pricing for comparable facilities.

2 3 Carrier will be responsible for establishing different trunk groups for Local Traffic/ISP Bound Traffic, toll traffic and E911 traffic:

2 3 1 Separate trunk groups for the exchange of Local Traffic including ISP Bound Traffic

2 3 2 Separate trunk groups to be used solely for the transmission and routing of Exchange Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier

2 3 3 Separate trunk groups for the exchange of Tandem Transiting traffic when connected to a Frontier/Citizens tandem

2 3 4 Separate trunk group for the exchange of intraLATA toll traffic when connected to a Frontier/Citizens tandem

2.3.5 Where applicable, separate trunks connecting Carrier's switch to Citizens E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

2.4 The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.5 Interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be reciprocal compensation, if applicable and/or Tandem Transiting charges where Citizens Tandem is used to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR/LSR as referenced in Citizens Local Interconnection Guide.

2.6 Carrier will not expect Citizens' local end office switches to act as a tandem on the Carrier's behalf nor will Citizens expect the Carrier's local end office switches to act as a tandem on Citizens' behalf.

2.7 This Agreement is applicable only to Frontier/Citizens' serving areas. Frontier/Citizens will not be responsible for interconnections or contracts relating to any Carrier's interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

Carrier and Frontier/Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.1 Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

3.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.7 Immediately report to each other any equipment failure which may affect the interconnection trunks.

3 8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

SECTION 4. Interconnection Forecasting.

4 1 Each Party will provide the other a two year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other.

4 2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

4 3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all final facilities between Frontier/Citizens' Central Office and Carrier's will be engineered to achieve P 01 Grade of Service.

4 4 All requests by Carrier to Frontier/Citizens to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

SECTION 5. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic

5 1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. Specifically, Citizens has not offered or adopted the FCC's rate caps as set forth in that Order, pursuant to paragraph 81 of that Order, Citizens is required to pay interCarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Citizens and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Citizens and any such other party.

5 1 1 Neither Party expects to terminate material amounts of Local Traffic (more than 5,000 MOUs per month) to the other Party, and to the extent the parties terminate Local Traffic they expect the volume of Local Traffic each party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 2.3. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep.

5 1 2 The fact that ISP Bound Traffic and de minimus amounts of Local Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for interconnection under Section 5.2 of this Attachment 1, access traffic, wireless traffic, and transit traffic.

5 2 Traffic, other than ISP Bound Traffic, Local Traffic and Transit Traffic shall be terminated to a Party subject to that Party's tariffed access charges

5 3 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist

5 3.1. No trouble is found in the interconnection trunks; or

5 3 2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched, or

5 3 3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time, (2) overtime, or (3) premium time as defined in Citizens' applicable tariff.

SECTION 6 Transit Service

6 1 The Parties shall compensate each other for Transit Service as follows

6 1 2 The Carrier shall pay Citizens a transit service charge as set forth in the Pricing Attachment to this Agreement for all originating transit traffic

6 1 3 Each Party acknowledges that the transiting Party does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network

6 2 Frontier/Citizens will upon request establish connections between a Carrier collocation arrangement established pursuant to applicable tariffs and/or license agreements at a Frontier/Citizens premises and a collocation arrangement of a third party Carrier that maintains a collocation arrangement at the same premises

EXHIBIT A

INTERCONNECTION TRUNKING ARRANGEMENTS AND SPECIFIED POINTS OF INTERCONNECTION

**FRONTIER/CITIZENS SWITCH
LOCATION
(CLLI Code)**

**CARRIER POI
(CLLI Code)**

RC
(Rate Center)

* (See Note)

* (See Note)

Note: * To be determined and provided to Frontier/Citizens prior to the ordering of interconnecting facilities and the commencement of service

[illegible]

ATTACHMENT 2

LOCAL NUMBER PORTABILITY

ATTACHMENT 2 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1 1 General

Frontier/Citizens will convert to LNP once a Bona Fide Request is received from the Carrier. When the Bona Fide Request is received, Frontier/Citizens will have 180 calendar days to provide portability in the requested central office to provide the necessary hardware and software. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

1 2 Terms and Conditions

The Parties will mutually provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. LNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.

An LNP telephone number may be assigned by either Party only to its customers located within Frontier/Citizens' rate center, which is associated with the NXX of the ported number.

If either Party fails to meet the mutually agreed upon testing date and implementation schedules, the Party causing the delay will be required to pay the other Party \$300.00 per day plus all expenses that it has incurred as a result of the delay.

1 3 Obligations of Frontier/Citizens

Citizen will deploy LNP in the specified central offices 180 calendar days after receiving a Bona Fide Request for LNP from a Carrier. (See Exhibit A and B)

Frontier/Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Frontier/Citizens will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superseded by federal, state, or local legislation.

1 4 Obligations of Carrier

Carrier is required to send to Frontier/Citizens a completed Bona Fide Request Form for LNP deployment.

Carrier is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

Carrier is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

Carrier is responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC

Carrier is responsible for providing its own access to the Service Order Administration (SOA)

Carrier is responsible to meet all the Industry requirements for LNP

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE _____ (date of request)

TO _____ (name of service provider)

_____ (address of service provider)
_____ (contact name /number)

FROM _____ (requester/service provider name/ID)

_____ (requester/operating company number (OCN))
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request

SWITCH(ES)

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All Y or N
_____	_____	_____	All Y or N
_____	_____	_____	All Y or N
_____	_____	_____	All Y or N
_____	_____	_____	All Y or N

Please provide Requestor's information below

CARRIER/REQUESTOR CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATES Requested date switch(es) should be LNP capable _____ (mm/dd/yy)
Requested code opening date _____ (mm/dd/yy)

Notes See following page

Acknowledgment of BFR is to be sent to the requester within ten business days

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: 1 List each switch targeted for LNP by its specific CLLI code

2 Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;
Source of the LERG information Destination Code Record (DRD) Screen

3 Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened Circle or highlight N if only certain NPA NXX codes are being requested Then provide list of desired NPA NXX(s)

Note Targeting of specific NPA-NXX codes should be carefully considered A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while Carrier may serve multiple rate centers with a single switch In the latter case, use of a specific NXX code will determine the rate center

EXHIBIT B

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ **(date of response)**

TO: _____ **(requester/Carrier name/ID)**
_____ **(contact name/address/number)**
_____ **(requester switch(es)/CLLI)**

FROM: _____ **(name of service provider)**
_____ **(address of provider)**
_____ **(contact name/number)**

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1) _____

_____ (CLLI 2) _____

_____ (CLLI 3) _____

Authorized company representative signature/title: _____

ATTACHMENT 3 UNBUNDLED NETWORK ELEMENTS

ATTACHMENT 4 – UNBUNDLED NETWORK ELEMENTS

SECTION 1. DEFINITIONS

1 1 Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the end user may have limited tolerances to total bridged-tap on a circuit.

1 2 Cable Loading is the process of adding load coils to a metallic cable facility.

1 3 Cable Unloading is the process of removing load coil(s) from a metallic cable facility.

1 4 Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.

1 5 Digital Loop Carrier (DLC) is a system that enables multiple end users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.

1 6 Main Distribution Frame (MDF) is a hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.

1 7 Unbundled Local Loop is the transmission path from Frontier/Citizens MDF, or its equivalent, up to and including the Frontier/Citizens Network Interface Device (NID) at end user premises.

SECTION 2. GENERAL TERMS AND CONDITIONS

2 1 Unbundled Local Loops are provided in accordance with the specifications described herein. CITIZENS' sole obligation is to provide and maintain Unbundled Local Loops in accordance with this contract and applicable law. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the local loop as defined herein. CITIZENS, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Such changes will be on a system wide basis and will affect all carriers, including CITIZENS, equally and without discrimination.

2 2 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a CITIZENS Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by CITIZENS. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in CITIZENS wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

2 3 The terms and conditions under which Citizens will provide local loops for xDSL capable loops are set forth in Section 8 below.

2.4 Unbundled Local Loops may not be used to provide any service that would degrade or otherwise adversely affect CITIZENS' network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. CITIZENS will provide CLEC each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop described below. CITIZENS will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if CLEC requires a specific type of Unbundled Local Loop not listed in this contract, such requirement will be considered through the BFR process.

2.5 Implementation To ensure correct provisioning, CITIZENS highly recommends that CLEC and CITIZENS have a technical meeting prior to CLEC ordering Unbundled Local Loops.

2.6 Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of CITIZENS' facilities.

2.7 If CLEC requests one or more unbundled loops serviced by Digital Loop Carrier (DLC) or Remote Switching Technology, CITIZENS will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If CLEC requests that changes be made to CITIZENS' existing facilities, and if CITIZENS agrees to make those changes, additional charges will apply. If, however, no spare unbundled loop is available, CITIZENS will within two (5) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

2.8 Unbundled Network Elements are only available to the CLEC for use in its provisioning of local exchange service to its end users.

2.9 Unbundled Network Elements may not be connected to or combined with CITIZENS' access services with the exception of tariffed Collocation services where available. Unbundled local loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with CITIZENS' processes implementing the Supplemental Order.

SECTION 3. TYPES OF UNBUNDLED NETWORK ELEMENTS

3.1 The 2-Wire Analog loop is a two wire voice grade facility that supports 300 to 3000 Hz analog service. No line treatment or range extension is added.

3.2 The 4-Wire Analog Loop is a four wire voice grade facility that supports 300 to 3000 Hz analog service with send and receive transmission paths. No line treatment or range extension is added.

3.3 The 2-Wire Digital Conditioned Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and no commitment to gauge.

Each request for a 2-Wire Digital Conditioned Loop will go through a pre-qualification process. In those instances where a 2-Wire Digital Conditioned Loop is not available, the Carrier will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading and/or bridged tap removal.

3.4 The 4-Wire Digital Conditioned Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and no commitment to gauge. The 4-Wire Digital Sprint CLEC Final CTCTN 010204.doc

Conditioned Loops are only available to Carrier for use in its provision of local exchange service to its' end users

It will be at Citizens discretion to determine the manner that the 4-Wire Digital Conditioned Loop is provided This could include, but is not limited to the following (i) Metallic based span T-1 equipment, (ii) Channel of a fiber based system, (iii) Combination of both fiber and metallic

Each request for a 4-Wire Digital Conditioned Loop will go through a pre-qualification process In those instances where a 4-Wire Digital Conditioned Loop is not available, Carrier will incur additional expenses associated with any or all of the following work activities (i) Engineering and/or construction of loop facilities, (ii) cable unloading/loading and/or bridged tap removal

SECTION 4. CONDITIONING

If Carrier requests unbundled local loop conditioning or if conditioning is required to provide one of the Unbundled Network Elements described in this agreement, Citizens will condition the unbundled local loop at Carrier 's expense Citizens will determine separate charges for each request Carrier agrees to pay the quoted charges prior to commencement of work

SECTION 5. PLACEMENT OF REPEATERS

Placement of repeaters may be required or requested for Unbundled Network Elements Citizens will make this determination, but Carrier may request placement of repeaters to meet its specifications Additional charges will apply to the placement of repeaters Citizens will determine separate charges for each repeater placement Carrier agrees to pay the quoted charges prior to commencement of work

SECTION 6. FORM OF ACCESS

Interconnection to loops will be at Carrier 's collocated equipment at the Citizens central office in the local exchange Access to unbundled loops may occur in the following manner

Access to Unbundled Network Elements that terminate on metallic pairs at the MDF will be provided to Carrier 's collocated equipment in that central office

SECTION 7. RESPONSIBILITIES OF THE PARTIES

Carrier will use its best efforts to provide to Citizens forecasts of the numbers of loops that Carrier plans to order from Citizens at the exchange level Carrier will update the forecasts on an annual basis The form for submitting initial & subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the Carrier Master Account Questionnaire

SECTION 8. IMPLEMENTATION

To ensure correct provisioning, Citizens highly recommends that Carrier and Citizens have a technical meeting prior to Carrier ordering Unbundled Network Elements

8 1 Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of Citizens facilities

8 2 Certain of Citizens geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology If Carrier requests one or more Unbundled Network Elements in these areas, Citizens will notify Carrier of the lack of available facilities Carrier may request alternative arrangements These arrangements may include, but are not limited to (i) copper facilities, or (ii) universal digital loop Carrier facilities, or (iii) both Additional charges may apply Citizens will determine

separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 9. CUTOVER

9.1 For local exchange telephone service, Carrier will be responsible for providing battery power and dial tone to its connection point two days prior to the due date on the service order.

9.2 If a coordinated cutover is not requested, the cutover will occur during Citizens normal business hours upon the agreed cutover date.

9.3 Carrier may request a coordinated cutover, in which case coordination charges will apply. On each Unbundled Loop order, Carrier and Citizens will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which Carrier and Citizens personnel will make telephone contact to complete the cutover.

Within the appointed 30 minute cutover interval, Carrier personnel will call the Citizens personnel designated to perform cross-connection work. Work will be promptly commenced and performed following completion of this call. If Carrier's personnel fail to call or are not ready within the appointed interval, and if Carrier had not rescheduled the cutover at least 2 hours prior to the start of the interval, additional charges will apply. Delays caused by Carrier's end users are the responsibility of Carrier. Delays or rescheduling caused by Carrier or Carrier's end user will result in an additional charge.

9.4 Complex coordinated cutovers will be charged on a time and materials basis.

SECTION 10. ORDERING AND MAINTENANCE

10.1 Carrier agrees to follow the procedures in Citizens Guide for ordering and maintenance.

10.2 Each Party is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. Citizens will work cooperatively with Carrier to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Citizens network. Carrier must provide to Citizens test results where available when testing its end user's trouble prior to Citizens performing any repair functions. When Carrier has reported the trouble and such trouble is not in Citizens network, Citizens will apply to Carrier the service charges in accordance with the applicable time and materials charges. Carrier agrees to follow the procedures defined in the Citizens Guide for trouble reporting.

10.3 Carrier must submit to Citizens a disconnect order for any Unbundled Local Loop that is relinquished by the end user because of cessation of service. Unbundled Local Loop facilities will be returned to Citizens when the disconnection order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

10.4 When ordering Unbundled Network Elements, Carrier is responsible for obtaining or providing facilities and equipment that are compatible with the service.

10.5 Carrier will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility. If Citizens performs tests of the Unbundled Local Loop facility at Carrier's request, a charge will apply unless the fault is in Citizens facilities.

SECTION 11 LIMITATIONS ON UNBUNDLED ACCESS

11.1 Citizens shall only be required to provide Unbundled Network Elements where such Unbundled Network Elements are available

11.2 Carrier may access Citizens unbundled Network Elements specifically identified in this Agreement via Collocation at the Citizens Wire Center where those elements exist and each element shall be delivered to Carrier's collocation cage at applicable rates set forth in Citizens tariffs.

SECTION 12. BONA FIDE REQUESTS

12.1 Any request for Interconnection, Collocation, or access to Unbundled Network Elements that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Citizens/Frontier shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, Collocation, or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Citizens/Frontier will administer the BFR Process in a non-discriminatory manner.

12.2 This Agreement does not waive the status of any Citizens ILEC as a rural carrier pursuant to the Telecommunications Act. Citizens reserves the right to respond that it is not required to provide a requested service as a result of a rural exemption. Carrier reserves its rights to challenge such a response.

12.3 A BFR shall be submitted in writing and on the appropriate form attached as Exhibit A for BFRs. Carrier and Citizens/Frontier will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in the Pricing Attachment of this Agreement. The form will request, and Carrier will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection, Collocation, (b) the desired interface specification, (c) each requested type of Interconnection, Collocation, or access, (d) a statement that the Interconnection, Collocation, or Network Element will be used to provide a Telecommunications Service, (e) the quantity requested, (f) the specific location requested, (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, Carrier must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of Carrier to provide the services that it seeks to offer, and that Carrier's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element, and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, Carrier must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Carrier.

12.4 Citizens/Frontier shall acknowledge receipt of the BFR and in such acknowledgment advise Carrier of missing information, if any, necessary to process the BFR. Thereafter, Citizens/Frontier shall promptly advise Carrier of the need for any additional information required to complete the analysis of the BFR.

12.5 Citizens/Frontier will provide Carrier an analysis of the BFR. The analysis will specify Citizens/Frontier's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.

12.6 As soon as feasible, but in any case within sixty (60) calendar days after Citizens/Frontier notifies Carrier that the BFR qualifies under the Act, Citizens/Frontier will provide to Carrier a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the

applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements

12.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement

SECTION 13. RATES

Rates for Unbundled Network Elements are specified in Attachment 5 - Pricing

EXHIBIT A

Bona Fide Request/Interconnection or Network Element Request Application Form

Date of Request _____

Requester Information

CLEC Name _____
Date of CLEC _____
Certification _____
Address 1 _____
Address 2 _____
City _____
State _____
Zip _____
Contact Person _____

Title _____

Phone Number _____

Fax Number _____

E-mail Address _____

Type of Request
(Check one box only)

☐ BFR for UNE

☐ Other (Describe in
General Comments)

State for which request is
made _____

Drawings and/or schematics are required to explain your request . These are very beneficial to answering your request in a timely manner.

General comments/Drawings:

Bona Fide Request/Interconnection or Network Element Request Application Form

For new UNE requests

PLEASE BE AS SPECIFIC AS POSSIBLE. THE MORE COMPLETE THE REQUEST, THE FASTER THE REQUEST CAN BE PROCESSED. DRAWINGS OR SCHEMATICS, ARE REQUIRED TO CLARIFY TO YOUR REQUEST.

<p>Provide a technical description of the requested element:</p>

Serving Wire Center/ CLLI	Estimate of Demand/ Units	3 year Forecast	Desired Date

Bona Fide Request/Interconnection or Network Element Request Application Form

Interconnection Requests

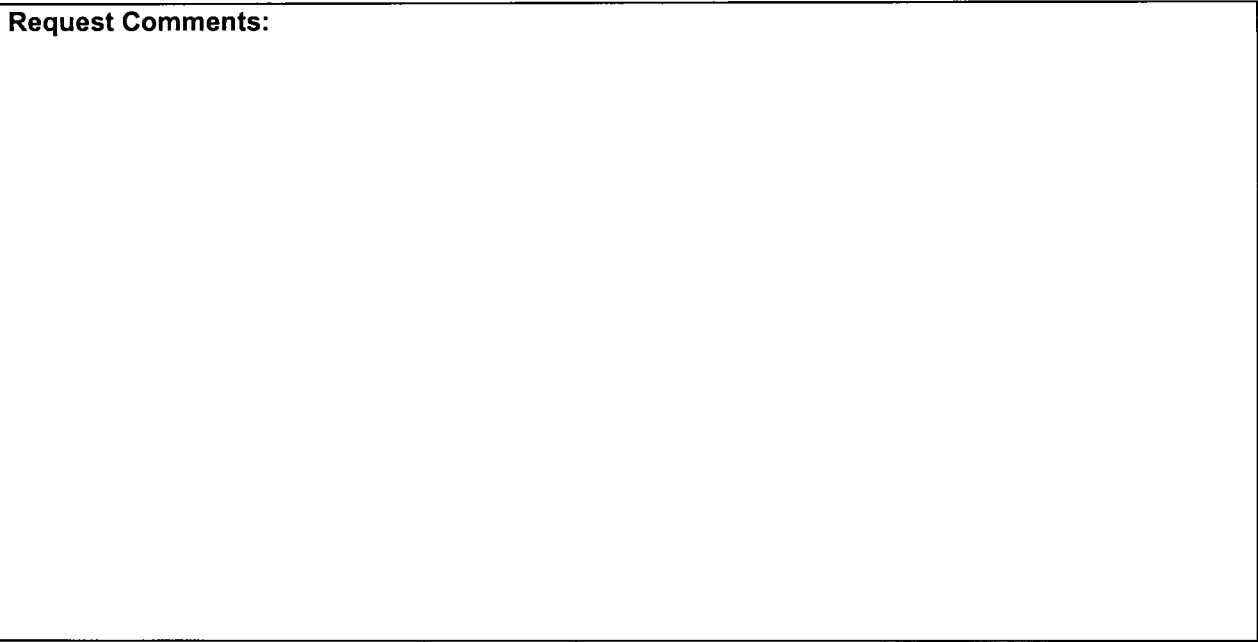
PLEASE BE AS SPECIFIC AS POSSIBLE. THE MORE COMPLETE THE REQUEST THE FASTER THE REQUEST CAN BE PROCESSED. DRAWINGS OR SCHEMATICS ARE REQUIRED AND WILL ASSIST IN UNDERSTANDING YOUR REQUEST. NOTE: AT LEAST ONE SITE MUST BE A SERVING CENTAL OFFICE.

Qty	Date Desired	Facility Type	Location A Site			Location B Site		
			CLLI	Street Address	City	CLLI	Street Address	City

Bona Fide Request/Interconnection or Network Element Request Application Form

PLEASE BE AS SPECIFIC AS POSSIBLE. THE MORE COMPLETE THE REQUEST THE FASTER THE REQUEST CAN BE PROCESSED. DRAWINGS OR SCHEMATICS ARE REQUIRED IN UNDERSTANDING YOUR REQUEST.

Request Comments:



Is this a request for modification of an existing service? If yes, please detail below?

Please identify the desired interface specifications, if applicable?

Please detail any other information that you believe would be helpful in assisting Frontier in evaluating this request and providing a response?

I certify on behalf of my company that each network element or interconnection requested will be used solely in providing telecommunications services per the Telecommunications Act of 1996.

Requesting Party recognizes that some requests require significant incremental costs. Frontier will make every attempt to inform the Requesting Party in advance of costs to be paid by the Requesting Party.

Requesting Party agrees to comply with all applicable regulatory requirements relating to this matter, including, without limitation, completing any necessary regulatory filings and/or to cooperate with Frontier along these lines.

Signature: _____
Title _____

ATTACHMENT 4

RESALE OF LOCAL SERVICES

ATTACHMENT 5 – Resale of Local Services

Section 1. DEFINITIONS

1 1 End User Of Record means the entity responsible for placing orders or requests for service, requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc

1 2 End User means the ultimate user of the telecommunications services being resold by Carrier "End User" will mean an end user customer within Frontier/Citizens' operating area, which is presently an End User of Frontier/Citizens

1 3 End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services

1 4 Resale means an activity wherein a certified Carrier, such as Reseller, subscribes to the retail telecommunications services of Frontier/Citizens and then re-offers those telecommunications services to the public under its own company name

SECTION 2. SERVICE TO END USERS

2 1 Carrier will be the End User of Record for all services purchased from Frontier/Citizens Except as otherwise specified herein, Frontier/Citizens will only take orders from, bill and expect payment from Carrier for all services Carrier will be Frontier/Citizens' single point of contact for all services purchased pursuant to this Attachment

2 2 Frontier/Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier/Citizens

2 3 Frontier/Citizens maintains the right to serve directly any End User within Frontier/Citizens' serving area, that requests such service Frontier/Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Carrier

2 4 Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party

2 5 Telephone numbers associated with Frontier/Citizens' retail telecommunication services offered for resale are assigned to the service furnished Carrier has no property right to the telephone number or any other call number designation associated with services furnished by Frontier/Citizens, and no right to the continuance of service through any particular central office Frontier/Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry

2 6 Service is furnished subject to the condition that it will not be used for any unlawful purpose

2 7 Service will be discontinued by Frontier/Citizens if any law enforcement agency advises that the service is being used in violation of the law

2 8. Frontier/Citizens may refuse to provide service to Carrier when it has reasonable grounds to believe that service will be used in violation of the law

2 9 Carrier may purchase resale services from Frontier/Citizens for its own use in operating its business Provided however it must actually provide service primarily to end users other than itself or affiliated companies

SECTION 3. FRONTIER/CITIZENS' PROVISION OF SERVICES TO CARRIER

3 1 Carrier agrees that its resale of Frontier/Citizens services will be as follows

3 1 1 The telecommunications services available at a wholesale discount for resale by Carrier will be limited to End User services and uses conforming to the class of service restrictions in Frontier/Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable Commission

3 1 2 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Carrier will be notified and billing for that service will be retroactively changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Frontier/Citizens' sole discretion. Interest will apply at the rate of 1 5% per month or 18% annually, or the maximum allowed by law, whichever is less, compounded daily for the number of days from the back billing date to and including the date that Carrier actually makes the payment to Frontier/Citizens may be assessed

3 2 Resold services can only be used in the same manner as specified in Frontier/Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Frontier/Citizens in the appropriate section of Frontier/Citizens' Tariff. Specific Tariff features, e g , a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer

3 3 Carrier may resell Frontier/Citizens' services only within the specific Frontier/Citizens' service area as defined in Frontier/Citizens' Tariff

3 4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited

3 5 Law enforcement agency subpoenas and court orders regarding End Users of Carrier will be directed to Carrier. Frontier/Citizens will bill Carrier for implementing any requests by law enforcement agencies regarding Carrier End Users. Frontier/Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Carrier's End Users

3 6 Carrier may resell the tariffed retail local exchange services of Frontier/Citizens subject to the terms and conditions specifically set forth herein and as described in Attachment 6, Section 6 5 attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services, promotional and trial retail service offerings of less than ninety (90) days duration, lifeline and linkup services, contract service arrangements, installment billing options, 911 and E911 services, interconnection services, legislatively or administratively mandated specialized discounts (e g , educational institution discount)

3 7 White page directory listings will be provided in accordance with regulations set forth in Frontier/Citizens' Local Exchange Service Tariff

3 8 Carrier agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein

3 9 Carrier is liable for all fraud associated with service to its End Users and accounts. Frontier/Citizens takes no responsibility, will not investigate, and will make no adjustments to Carrier's account in cases of fraud unless such fraud is the result of an intentional misconduct or gross negligence of Frontier/Citizens'. Notwithstanding the foregoing, if Frontier/Citizens becomes aware of potential fraud with respect to Carrier's accounts, Frontier/Citizens will promptly inform Carrier and, at the direction of Carrier, take reasonable action to mitigate the

fraud where such action is possible. Further, notwithstanding the foregoing, if Carrier orders a resold line to be equipped with toll blocking, and Frontier/Citizens fails to so equip the line, Frontier/Citizens will not require Carrier to pay for intraLATA toll billed to that resold line after the due date of the order and prior to toll blocking being placed on the line. However, Carrier remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Frontier/Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

SECTION 4. MAINTENANCE OF SERVICES

4.1 Services resold by Frontier/Citizens will be maintained by Frontier/Citizens, up to and including the Network Interface Device.

4.2 Carrier or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Frontier/Citizens, other than by connection or disconnection to any interface means used.

4.3 Carrier accepts responsibility to notify Frontier/Citizens of situations that arise which may result in a service problem.

4.4 Carrier will be the single point of contact for all repair calls on behalf of Carrier's End Users.

4.5 Carrier will contact the appropriate repair centers in accordance with procedures established by Frontier/Citizens.

4.6 For all repair requests, Carrier accepts responsibility for adhering to Frontier/Citizens' prescreening guidelines prior to referring the trouble to Frontier/Citizens.

4.7 Frontier/Citizens will bill Carrier for handling troubles that are found not to be in Frontier/Citizens' network pursuant to its standard time and material charges as set forth in Frontier/Citizens' Tariff.

4.8 Frontier/Citizens reserves the right to contact Carrier's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Carrier may initiate.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1 Carrier must provide the appropriate Frontier/Citizens' representative the necessary documentation to enable Frontier/Citizens to establish a master account for Carrier. Such documentation will include a completed Carrier Master Account Questionnaire, proof of authority to provide resold telecommunications services within Frontier/Citizens' territory, proof that tariffs are on file and approved by the applicable Commission, and a tax exemption certificate, if applicable. Frontier/Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Frontier/Citizens, necessary deposit requirements are met, and this Attachment has been approved by the appropriate Commission.

5.2 Service orders and preorders will be in a standard format designated by Frontier/Citizens. Service order fees will apply as set forth in Frontier/Citizens' Tariff.

5.3 When notification is received from Carrier that a current End User of Frontier/Citizens will subscribe to Carrier's service, standard service order intervals for the appropriate class of service will apply.

5.4 When an existing End User of Frontier/Citizens switches to Carrier, Carrier must provide Frontier/Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

5.5 Carrier will be the single point of contact with Frontier/Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Frontier/Citizens will accept a request directly from the End User for conversion of the End User's service from Carrier to Frontier/Citizens or will accept a request from another Carrier for conversion of the End User's service from the Carrier to the other Carrier. Frontier/Citizens will

notify Carrier that such a request has been processed

5.6 If Frontier/Citizens determines that an unauthorized change in local service to an End User has occurred, Frontier/Citizens will reestablish service with the appropriate local service provider and will assess Carrier if it is the Carrier initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line

SECTION 6. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows

6.1 Frontier/Citizens will temporarily deny service to Carrier's End User on behalf of, and at the request of Carrier. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Carrier

6.2 All requests by Carrier for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Carrier is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s)

6.3 Carrier will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service

6.4 Frontier/Citizens will advise Carrier when it is determined that annoyance calls are originated from one of their End User's locations. Frontier/Citizens will be indemnified, defended and held harmless by Carrier and/or the End User against any claim, loss, or damage arising from providing this information to Carrier. It is the responsibility of Carrier to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Frontier/Citizens disconnecting the End User's service

SECTION 7. DISCONTINUANCE OF SERVICE TO CARRIER

The procedures for discontinuing service to Carrier are as follows

7.1 Frontier/Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Carrier of the rules and regulations of Frontier/Citizens' Tariff, or this Attachment

7.2 If payment of undisputed account is not received by the Due Date, Frontier/Citizens may provide written notice to Carrier, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Frontier/Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 21 will also apply. Notification costs will be charged to the Carrier

7.3 If payment of account or formal notice of billing dispute as set forth in Section 21, Charges and Payments, is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both

7.4 If Carrier fails to comply with the provisions of this Attachment, including any payments to be made by it on the dates and times herein specified, Frontier/Citizens will provide thirty (30) days written notice of such noncompliance. If Carrier does not cure such noncompliance, Frontier/Citizens may discontinue the provision of all existing services to Carrier at any time thereafter and Carrier will be obligated to notify its End Users that service will be discontinued. In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Frontier/Citizens does not discontinue the provision of the services involved on the date specified in

the thirty (30) days notice, and Carrier's noncompliance continues, nothing contained herein will preclude Frontier/Citizens right to discontinue the provision of the services to Carrier without further notice

7 5 If payment is not received or arrangements made for payment by the date given in the written notification, Carrier's services will be discontinued. Frontier/Citizens will reestablish service at the request of Carrier upon payment of all amounts due and the appropriate connection fee and subject to Frontier/Citizens' normal application procedures.

7 6 Where Carrier discontinues its provision of service to all or substantially all of its End Users, the Carrier must send advance written notice of such discontinuance to Frontier/Citizens and to each of the Carrier's End Users. Such notice must include a verification that the Carrier has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Carrier, Frontier/Citizens will continue to serve the End User at its retail rates.

ATTACHMENT 5

PRICING

Attachment 5 – PRICING

5.1 RECIPROCAL COMPENSATION

- 5 1 1 ISP Bound and Local Traffic Local Calls will be terminated by the Parties on a Bill and Keep basis
- 5 1 2 Tandem Transiting –per MOU \$ 0 0061854/MOU
- 5 1 3 Wireline to Wireless traffic
or Wireless to Wireline traffic \$ 0 0112/MOU

5.2 LABOR RATES

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Additional Labor per Security Escort, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Engineering, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Technician, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00

Basic Time - Monday through Friday, 8 a.m. to 5 p.m.

Overtime - Monday through Friday, Before 8:00 a.m. and after 5:00 p.m.

Premium Time - Saturday(s), Sunday(s) and Holiday(s)

5.3 Unbundled Local Loop Rates

<u>Recurring Charges</u>	<u>Monthly Rate</u>
2-Wire Analog Loop	\$ 52 65
4-Wire Analog Loop	\$ 105 30
2-Wire ADSL Capable Loop	\$ 78 20
2-Wire ISDN Capable Loop	\$ 78 20
4-Wire DS-1 Capable Loop	\$ 215 38

Cross-Connections

2-Wire Jumper	\$ 1 90
4-Wire Jumper	\$ 3 80

Non-Recurring Charges

Service Order	\$ 32 01
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Central Office Cross-connects

2-Wire Jumper	\$ 13 20
4-Wire Jumper	\$ 26 40

Cross-Connects outside the central office

2-Wire Jumper	\$ 13 20
4-Wire Jumper	\$ 26 40
Travel Charge	\$ 52 00
Customer Loop Information (per loop)	\$ 10 00

Special construction requests such as, but not limited to, Conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on a time and material basis

OTHER NONRECURRING CHARGES

Order Change Charge	*See Supplemental PON Charges
Due Date Charge	**See Supplemental PON Charges
Expedited Orders	***See Miscellaneous Charges

Special construction requests such as, but not limited to, Conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on a time and material basis

5.4 RESALE Charges

5.4.1 Nonrecurring Charges

A nonrecurring charge will apply when converting a Frontier/Citizens account to a Carrier account or when changing an end user from one Carrier to another. The nonrecurring charge is discounted by 12% from Frontier/Citizens rate for Records only Service Ordering Charges based on the published state local tariff for the rate center requested.

5.4.2 Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted at 12% from the published rates in the state local tariff for the rate center where service is being requested. Except as qualified in Attachment 6 – Resale, Section 3.6

5.4.3 The following services are available for resale under this Attachment but are not included in the wholesale pricing reflected above:

Private Line Used for Special Access

5.4.4 Services not available for Resale

- a) Calling Card
- b) Employee Concessions Services
- c) Promotional offers less than 90 days
- d) Grandfathered Services
- e) LifeLine Services
- f) Inside Wire
- g) Enhanced Services
- h) Customer Premises Equipment

5.5 Supplemental PON Charges

5.5.1 A supplement is any new iteration of a local service request.

Supplement # 1

Cancel - Indicates that the pending order is to be canceled in its entirety.

Charge - \$14.38

Supplement # 2

New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # 3

Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	\$11.01	\$17.83	\$11.01	\$17.83	\$8.86	\$14.34
*Expedite Charge will be applied (\$35.20 per order) for any Portings stopped on the DD &						

subsequently reappointed with a new Due Date
--

5.6 OTHER MISCELLANEOUS CHARGES:

5.6.1 Expedite Charge - Any work requested before the next available due date or before the standard interval for that service

The expedite charge is applied for each telephone number being expedited

Residence	35 20
Business	35 20

*In Rochester Additional Labor Charges also apply if the work is done after hours or on the weekend. These rates are in the Wholesale Tariff

5.6.2 Preferential/Vanity Numbers

Residence \$42 33

Business \$84 45

5.6.3 Concurrence Charge

The CLEC is responsible to create subscription versions in the SOA prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify the Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge will apply.

Residence	\$11 02
Business	\$17 83

Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects Citizen Communications long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the Citizens Communications Network Operations Center (NOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of Citizens Communications' network; and, in the event that a switch or facility node is lost, the NOC will attempt to circumvent the failure using available reroutes

Citizens Communications NOC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NOC will contact Citizens Communications Restoration Control Center (RCC) and relinquish control of the recovery efforts. Even though the RCC may take charge of the situation, the NOC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the Citizens Communications Network Operations Center is 800-722-0288.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, Citizens Communication equipment only, or a combination. The initial restoration activity will be largely determined by the equipment that is affected

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the Citizens Communications NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible

For long term outages, recovery efforts will be coordinated by the Restoration Control Center (RCC). Traffic controls will continue to be applied by the NOC until facilities are re-established.

As equipment is made available for service, the RCC will instruct the NOC to begin removing the controls and allow traffic to resume

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration (Example. If the AC power system has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of drainage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration and well as maintain proper planning and site control

4.0 RESTORATION CONTROL CENTER (RCC)

The Restoration Control Center will be activated in the event of a disaster. The RCC is chaired by the VP / GM Tennessee. It is the VP / GMs responsibility to declare the activation of the RCC and classification of the outage.

In the event of a major service interruption, the VP / GM Tennessee will notify the RCC staff which will establish a conference bridge to be used for the communication link for the emergency restoral

The RCC staff will assess the service outage or natural disaster and direct the appropriate staff functional task force groups to provide the necessary personnel and supplies based on review of outage reports, nature of outage and restoral estimate times

The RCC will continuously monitor the progress and needs of functional work groups which will in turn issue information to the various state and local government agencies as to the status of restoring service.

The Tennessee RCC includes the following departments and is supported by the functional staff as indicated below:

1. Field Operations
2. Network Operations Center (NOC)
3. Engineering (Outside Plant)
4. Administration Support / Customer Contact
5. Public and External Affairs

The RCC is supported by the functional staff from the following departments.

1. Human Resources
2. Supply
3. Security
4. Building / Vehicles / Energy
5. Planning
6. External / Public Affairs
7. Engineering – OSP
8. Finance
9. Field Operations Supervisors
10. Sales / Business Services

Annually, the RCC will meet to review the Citizens Telecommunications Company of Tennessee Emergency Program to ensure its functionality is in accordance with current Citizens Policies and Practices

Each member of the RCC will have a Citizens Communications call out manual for the state and their area of responsibility that will contain the following.

1. Names and telephone numbers of their support personnel
2. Names of contacts for materials
3. List of emergency equipment locations such as generators.
4. Any specialized information needed for them to perform their mission.

5.0 RECOVERY PROCEDURES

The nature and security of any disaster will influence the recovery procedures. One crucial factor in determining how Citizens Communications will proceed with restoration is whether or not Citizens Communications' equipment is incapacitated. Regardless of whose equipment is out of service, Citizens Communications will move as quickly as possible to aid with service recovery, however, the approach that will be taken may differ depending upon the location of the problem

5.1 CLEC OUTAGE

For a problem limited to One CLEC (or a building with multiple CLECs), Citizens Communications has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Citizens Communications can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Citizens Communications having concurrence from the affected CLECs.

- Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Citizens Communications' resolve to re-establish traffic to the original destination as quickly as possible.

5.2 CITIZENS COMMUNICATIONS OUTAGE

Because Citizens Communications' equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Citizens Communications equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the RCC will be able to initiate immediate actions to correct the problem.

A disaster involving any of Citizens Communications' equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Citizens Communications' equipment. Shortly after a disaster, the NOC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the RCC will assume control of the restoration.

5.2.1 Loss of a Central Office

When Citizens Communications loses a Central Office, the RCC will

- a) Place specialists and emergency equipment on notice,
- b) Inventory the damage to determine what equipment and /or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When Citizens Communications loses a Central Office building that serves as an Access Tandem and as a SWC, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies,
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers

5.2.4 Loss of a Facility Hub

In the event that Citizens Communications loses a facility hub, the recovery process is much the same as above. Once the NOC has observed the problem and administered the appropriate controls, the RCC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Restoring service to CLEC, and other customers. If necessary, Citizens Communications will aggregate the traffic at another location and build temporary facilities, when available. This alternative would be viable for a location that is destroyed and building repairs are required

5.3 COMBINED OUTAGE (CLEC AND CITIZENS COMMUNICATIONS' EQUIPMENT)

In some instances, a disaster may impact Citizens Communications' equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Citizens Communications and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, Citizens Communications may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Citizens Communications may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and

providing the information to the Carriers is required.

7.0 ACRONYMS

CO	Central Office (Citizens Communications)
DS3	Facility that carries 28 T1s (672 Circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
RCC	Restoration Control Center
SWC	Serving Wire Center (Citizens Communications switch)
T1	Facility that carries 24 circuits

8.0 HURRICANE INFORMATION

During a hurricane, Citizens Communications will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout Citizens Communications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages, and dispatch conditions, etc.

9.0 CITIZENS COMMUNICATIONS DISASTER MANAGEMENT PLAN

Citizens Communications maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.